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Attorneys for  
*Citibank, N.A.*

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

ERNEST ADJEKUM, MARK ADJEKUM,  
MICHAEL ADJEKUM,

Plaintiffs,  
- against -

CITIBANK, INC., JOHN AND JANE DOES,  
JOHN AND JANE DOES, 1-10, ET AL.,

Defendants.

Case No.: 14 CV 7430 (ALC)

**ANSWER**

Defendant Citibank, N.A. sued herein as Citibank, Inc. ("Citibank"), by its attorneys, Zeichner Ellman & Krause LLP, answers the Second Amended Complaint (the "Complaint"), upon information and belief, as follows:

1. It has no knowledge or information sufficient to form a belief as to the truth of any of the allegations contained in paragraphs 1-4, except it refers all questions of law to the Court.

2. It has no knowledge or information sufficient to form a belief as to the truth of any of the allegations contained in paragraphs 5 and 8.

3. It denies each and every allegation contained in paragraph 6, except that Citibank is a national banking association with branches within the State of New York.

4. It denies each and every allegation contained in paragraph 7, except that it maintained a joint bank account on which each of the plaintiffs was an authorized signer since January 28, 2011.

5. It has no knowledge or information sufficient to form a belief as to the truth of any of the allegations contained in paragraphs 9 and 12, and refers the Court to the referenced documents for their contents.

6. It denies each and every allegation contained in paragraph 11, and refers the Court to the referenced documents for their contents.

7. It denies each and every allegation contained in paragraphs 10, 13, 15-17, 19-20 and 22.

**FIRST AFFIRMATIVE DEFENSE**

8. Plaintiffs fail to state a claim against Citibank upon which relief may be granted.

**SECOND AFFIRMATIVE DEFENSE**

9. Plaintiffs' cause of action is barred by contract.

**THIRD AFFIRMATIVE DEFENSE**

10. Plaintiffs fail to state a claim for punitive damages upon which relief may be granted.

**FOURTH AFFIRMATIVE DEFENSE**

11. Plaintiffs' claims are barred, in whole or in part, by the doctrine of unclean hands.

**FIFTH AFFIRMATIVE DEFENSE**

12. Plaintiffs' claims are barred, in whole or in part, by the doctrines of waiver, estoppel, ratification and laches.

**SIXTH AFFIRMATIVE DEFENSE**

13. Plaintiffs' claims are barred in whole or part by the applicable statute of limitations.

**SEVENTH AFFIRMATIVE DEFENSE**

14. Plaintiffs have not suffered any damages as a result of any alleged conduct of Citibank.

**EIGHTH AFFIRMATIVE DEFENSE**

15. Plaintiffs have not suffered any damage by reason of any act or omission by Citibank.

**NINTH AFFIRMATIVE DEFENSE**

16. Plaintiffs have failed to mitigate damages.

**TENTH AFFIRMATIVE DEFENSE**

17. Plaintiffs may not maintain this action upon the ground that Citibank has defenses based upon documentary evidence.

**ELEVENTH AFFIRMATIVE DEFENSE**

18. Plaintiffs fail to state a claim for attorneys' fees, costs, expenses and disbursements upon which relief may be granted.

19. Moreover, plaintiffs are *pro se* and therefore are not incurring attorneys' fees.

**TWELFTH AFFIRMATIVE DEFENSE**

20. To the extent plaintiffs had a policy of insurance covering any losses referred to in the Complaint, plaintiffs are precluded from recovery of such funds from Citibank.

21. WHEREFORE, defendant Citibank demands judgment against Plaintiffs:

- (a) dismissing the Complaint in its entirety with prejudice;
- (b) denying the demands. and prayer for relief contained in the Complaint;
- (c) awarding defendant Citibank its reasonable costs, disbursements, and. attorneys' fees; and
- (d) granting such other and further relief as may be just and proper.

Dated: New York, New York  
April 14, 2016

ZEICHNER ELLMAN & KRAUSE LLP

By:   
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**CERTIFICATE OF SERVICE**

Michael Antonovich, hereby certifies pursuant to 28 U.S.C. 1746 and under penalty of perjury that on the 14th day of April, 2016, I served true copies of Citibank, N.A.'s **ANSWER TO SECOND AMENDED COMPLAINT** upon the parties in the manner indicated below at the places indicated below

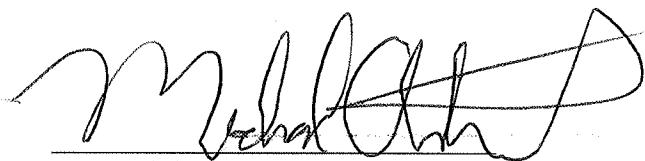
**By FIRST CLASS MAIL**

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Dated: April 14, 2016



Michael W. Antonovich